

Destination NSW Focus on North Asia 2024 - Terms and Conditions

Participant obligations:

You agree to take part in the event set out in the program on the following terms:

1. In this Release, the event - "Activities" includes without limitation: flights, transfers, transport, accommodation, workshops, dinner, family activities, touring and any other activity which is part of the workshop and networking dinner.
2. By accepting the offer of Destination NSW to participate, you agree to the terms set in this Release.
3. You agree to comply with the directions of the person operating the Activities on behalf of Destination NSW.
4. Destination NSW has taken reasonable care in arranging the Activities. However, Destination NSW has relied on information provided by venue or services operators and accepts no responsibility for the accuracy or completeness of that information.
5. We may cancel or suspend an activity or your involvement in it for any reason at any time.
6. To the extent the law allows, Destination NSW excludes all express and implied warranties, including as to the Activities, and the content of the Activities or their suitability for any purpose.
7. As part of your participation in these Activities, you agree to take out and maintain all appropriate insurance including relevant personal travel and medical insurances.
8. You participate in the workshop, dinner and the Activities at your sole discretion and risk. Destination NSW is not liable for any expense, loss, damage, injury, sickness, death or accident you or any other person suffers or incurs directly or indirectly as a result of the workshop or the Activities (including consequential or indirect loss) or otherwise arising out of your participation in the workshop and Activities, whether that loss or damage is due to our negligence, default, another tort or for any common law or statutory action.
9. You acknowledge that, in addition to the usual dangers and inherent risks of any activity, Activities, this workshop and networking dinner event has certain additional dangers and risks, which you accept by participating, some of which may include:
 - physical exertion for which you may not be prepared;
 - the increased possibility of accident, injury or death due to the nature of the Activities; and remoteness from normal medical services.
10. You understand that the Activities may be organised and provided by other parties other than Destination NSW and that Destination NSW is not liable for the acts of these other parties.
11. You also understand that there may be risks involved which are not known to you or to Destination NSW and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the carrying out of the Activities.
12. You assume all of the risks associated with your participation in the Activities and you warrant that you are voluntarily assuming all responsibility for your participation in the Activities, including any loss or damage suffered by you as a result of your participation in the Activities.
13. You warrant that you are physically fit to participate in the Activities, that you do not suffer from any medical condition which participation in the Activities is, or is likely, to put you at higher risk of injury. If you have a medical condition which may affect participation in the Activities or is likely to put you at higher risk of injury, we recommend you not participate. Please advise us of any medical conditions, special dietary requirements and/or allergies.
14. You hereby release and forever discharge and agree to save and hold harmless Destination NSW and their directors, officers, employees, agents, the lessors and lessees or licensors and licensees of any food, drink, property, facilities or equipment consumed and/or used in connection with the Activities and other participants ("the released parties") from any and all injuries (including personal injury, disability, dismemberment and death) illness, losses, damage, claims, liabilities or

expenses, of any kind or nature (whether accruing to you, my heirs or my personal representatives) that are caused or alleged to be caused in whole or in part by the action, negligence, failure to act or condition of the food, drink, property, facilities or equipment of any released party that arise out of or in connection with my participation in the Activities and you agree that Destination NSW may plead this agreement as a complete defence to any claim brought by you, your heirs or successors in contravention of the terms of this agreement.

15. You agree to abide and comply with all relevant laws including those laws whilst in NSW and Australia. This includes but is not limited to obtaining the correct visa to enter into Australia and complying with all biosecurity, COVID-19 and quarantine legislation.
16. As part of the Activities you may travel by a mode of transport (i.e. car) which is operated by someone else. You agree that Destination NSW is not liable for the acts of the operator. Destination NSW does not warrant that the operator has a particular skill level of operating the mode of transport and you participate in this component of the Activities at your own risk acknowledging that there may be risks involved which are not known to you or to Destination NSW and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the carrying out of this component of the Activities.
17. An evaluation and feedback form must be completed within the timeframe requested. This will be provided by Destination NSW after the conclusion of the Activities.
18. It is mandatory for you to conduct yourself in a responsible and professional manner throughout your visit and attend all business appointments, official networking receptions and briefings organised for the benefit of the workshop delegates.
19. You authorise Destination NSW and its relevant third parties to use the photographs obtained / videotaping taken / audio recorded / quotes obtained of you during the Activities, for all publicity and marketing purposes including but not limited to publications, promotional flyers, news articles, websites, newsletters, e-newsletters, presentations, books and magazines, on a free-of-charge, royalty free and worldwide use basis in perpetuity. No future consent is required.
20. You release Destination NSW and its relevant third parties, their officers and employees, and each and all persons involved, from any liability connected with the taking, recording, reproduction, or publication of said photographs taken, video footage recorded, audio recorded or written quote provided.
21. You waive all rights you may have to any claims for payment or royalties in connection with any exhibition, televising, or other publication of these materials, regardless of the purpose or sponsoring of such exhibiting, broadcasting, or other publication irrespective of whether a fee for the event or film rental is charged.
22. You also waive any right to inspect or approve any photograph, video, audio or written quote taken by Destination NSW or the person or entity designated by it.
23. You release and discharge Destination NSW and/or its relevant third parties from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced, or in any processing toward the completion of the finished product.
24. You agree that all negatives and positives, whether photograph, prints, video, film, audio or sound recording are the property of Destination NSW or the person or entity designated by it, solely and completely.
25. Please advise Destination NSW if you would like to receive a copy of the photograph / videotape / audio / quote.
26. Destination NSW reserves the right to charge a cancellation fee on any company, having reconfirmed their participation, withdraws from the event without just cause.
27. Destination NSW makes no representation that any meetings arranged by or on behalf of Destination NSW is guaranteed to take place. Workshop participants should take out travel and other insurances that he or she may deem necessary to cover them for any accident, ill health, loss or damage which may occur during the event and Activities.
28. Destination NSW accepts no liability for any loss or damage suffered by any individual or company arising from or in any way connected with acts, incidents and occurrences happening in the lead up to and after the Activities, workshop and networking dinner to any registrant whether such acts, incidents and occurrences occur in Australia and the nominated market or at any points in between. The applicant must indemnify Destination NSW and its officers in respect to any claim

which he or she may have arising in any way from their registration or participation as a member of the workshop or event to the nominated market.

- 29.** The personal information you provide to Destination NSW is protected by the Privacy and Personal Information Protection Act 1998 (NSW). The provision of your personal information is voluntary, but is necessary to determine your suitability for participation in the Event. Your personal information may also be used to send you our newsletters, other business related brochures, organise special business related workshop and events. Destination NSW may also disclose your personal information to participating buyer agents in order to facilitate post event communications and by signing the contract you consent to this disclosure. Information regarding Destination NSW's Privacy Policy is available at: www.destinationnsw.com.au/privacy-policy

I have read and understood all information and obligations in the above documents and I confirm my attendance at the Destination NSW, Focus on North Asia 2024 event held from 14 – 15 November 2024.

Signed by primary delegate:

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Participant Signature

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Participant Name

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Date

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Company Name

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Company ABN Number

Signed by second delegate (if applicable):

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Participant Signature

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Participant Name

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Date

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Company Name

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Company ABN Number